

assigns and shall be enforceable by the District Council and the County Council against the Owner.

4. CONDITIONALITY

This Deed is conditional on:

- (i) the grant of the Planning Permission; and
- (ii) the Commencement of Development

save for the provisions of clauses: 3, 4, 5.3.1, 5.4, 8.3,8.7, 8.8, 12, 13, 15 and any obligations in this Deed expressly requiring compliance prior to the Commencement of Development which shall come into effect immediately upon completion of this Deed.

5. THE OWNER'S AND PROMOTER'S COVENANTS

5.1. The Owner covenants with the District Council to observe the restrictions and perform the obligations set out in the First Schedule.

5.2. The Owner covenants with the County Council to observe the restrictions and perform the obligations set out in the Second Schedule.

5.3. The Owner covenants with the District Council and separately with the County Council:

5.3.1.to give notice to both the District Council and the County Council of the date of the Commencement of the Development not less than 14 (fourteen) days before such date occurs ("the Commencement Notice")

5.3.2.not later than 14 (fourteen) days after any Trigger Date to notify the District Council and the County Council of the date and the event that occurred on the Trigger Date

5.3.3.to retain such records and information and within 14 (fourteen) days of a written request by the District Council or the County Council to provide the District Council (or the County Council as the case may be) with such records and information as the District Council (or the County Council as the case may be) reasonably request to enable the District Council (or the County Council as the case may be) to satisfy itself that the Owner is complying with all their obligations under this Deed and the conditions to be attached to the Planning Permission.

5.4. The Promoter covenants with the District Council and separately with the County Council:

5.4.1.to pay the District Council's Costs on the completion of this Deed.

5.4.2.to pay the County Council's Costs together with officer fees of £720.00 (seven hundred and twenty pounds) on the completion of this Deed.

5.4.3.That the Promoter consents to the completion of this Deed but shall not be liable for any breach of the planning obligations in this Deed (other than in respect of the obligations contained in clauses 5.4.1 and 5.4.2) unless such breach occurs at a time when the

Promoter has taken ownership of all or any part of the Land.

6. THE DISTRICT COUNCIL'S COVENANTS

The District Council covenants with the Owner to perform the obligations set out in the Third Schedule.

7. THE COUNTY COUNCIL'S COVENANTS

The County Council covenants with the Owner to perform the obligations set out in the Fourth Schedule.

8. MISCELLANEOUS

- 8.1. No person shall be liable for a breach of any of the planning obligations or other provisions of this Deed after they have irrevocably parted with all their interest in the Land or in the part of the Land in respect of which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 8.2. This Deed shall determine and cease to have effect (insofar only as it has not already been complied with) if the Planning Permission is quashed, revoked or otherwise withdrawn or, without the consent of the Owner it is modified by any statutory procedure or if the Planning Permission expires prior to the Commencement of Development.
- 8.3. If the District Council agrees pursuant to an application by the Owner under Section 73 or 73A of the Planning Act to any variation or release of any condition contained in the Planning Permission or if any such condition is varied or released following an appeal by the Owner under Section 78 of the Planning Act then unless agreed otherwise in writing between the District Council and the Owner this Agreement shall also apply to any development carried out pursuant to such varied planning permission granted pursuant to Section 73 or 73A or 78 of the Planning Act and the covenants or provisions in this Agreement shall be deemed to be accordingly modified to correspond to any such varied permission.
- 8.4. Any notice consent or approval to be given under this Deed shall be in writing and shall be deemed to be served if delivered personally or sent by pre-paid first class recorded delivery or registered post to the address of the relevant party as described in this Deed or such other address as shall have been notified in writing to the party giving the notice consent or approval and in the case of a notice to be served on:
 - 8.4.1. the District Council it should be addressed to the Head of Planning and Development quoting reference: DOV/21/01822; and
 - 8.4.2. in the case of the County Council marked for the attention of the Office of the General Counsel quoting reference: KEN002.001331 with electronic copy also served on developer.contributions@kent.gov.uk
- 8.5. Where any approval consent directions action or authority is required to be given by any of the parties hereto such approval consent directions action or authority shall (unless otherwise

stated) not be unreasonably delayed or withheld and shall only be effective if given in writing signed by or on behalf of the relevant party and given for the purposes of this Deed.

- 8.6. If any provision in this Deed shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions of this Deed shall not in any way be deemed thereby to be affected or impaired.
- 8.7. This Deed is a Local Land Charge and shall be registered as such by the District Council.
- 8.8. Nothing contained or implied in this Deed shall fetter prejudice or affect the rights discretions powers duties and obligations of the District Council or the County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.
- 8.9. No variation or modification of this Deed shall be valid unless made by Deed and executed by all the parties or their respective successors.
- 8.10. This Deed does not nor is intended to confer any rights or benefit on a third party pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 8.11. Nothing in this Deed is or amounts to or shall be construed as a planning permission or approval.
- 8.12. All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.
- 8.13. This Deed shall not be enforceable against owner-occupiers or tenants of individual dwellings constructed pursuant to the Planning Permission nor against those deriving title from them, except in respect of the First Schedule paragraphs 2.8 (i) and 2.8 (ii) which shall remain enforceable against the owner of a Dwelling in so far as there is a breach of that provision in relation to the Dwelling in which such person has an interest.
- 8.14. This Deed shall not be enforceable against Statutory Undertakers holding land for their operational purposes.
- 8.15. Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission including any new permission granted pursuant to an application by the Owner under Section 73 or 73A of the Act) granted (whether or not on appeal) after the date of this Deed.
- 8.16. The Owner covenants to pay on demand and on a full indemnity basis the costs and expenses of the District Council and County Council including any solicitors' or other professionals' costs and expenses in connection with, or in contemplation of, any of the following:
 - 8.16.1.1. the enforcement of any planning obligations of this Deed;
 - 8.16.1.2. serving any notice or taking any proceedings in connection any breach of the obligations set out in this Deed.

9. WAIVER

No waiver (whether express or implied) by the District Council or the County Council or the Owner of any breach or default by another party in performing or observing any of the

covenants and terms and conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the District Council or the County Council or the Owner from enforcing any of the said terms or conditions which they are entitled to enforce or from acting upon any subsequent breach or default in respect thereto by that party.

10. INDEXATION

- 10.1 Any sums which become payable to the District Council under this Deed (other than the District Council's Costs) shall be increased by an amount equivalent to the increase in the Index from the date hereof until the date on which such sum is paid.
- 10.2 Any sums which become payable to the County Council under this Deed (other than the County Council's Costs) shall be increased by an amount equivalent to the increase in the County Council Index from April 2020 until the date on which the sum is paid.

11. OVERDUE PAYMENT

In the event of any delay in making payment required under this Deed Interest shall be payable on the amount payable from the date that the relevant payment falls due to the date of actual payment.

12. CHANGE IN OWNERSHIP

The Owner agrees with the District Council and the County Council to give the District Council and the County Council immediate written notice of any change in ownership of any of its interests in the Land occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Land or unit of occupation purchased by reference to a scale plan PROVIDED THAT this obligation shall not be applicable to the disposal of individual Dwellings to individual purchasers.

13. DISPUTE RESOLUTION

- 13.1 Any dispute between the parties under the terms of this Deed may be referred to an expert under the Dispute Resolution Procedure set out in the Fifth Schedule.
- 13.2 The decision of an expert appointed under the Dispute Resolution Procedure shall be final and binding on all of the parties to the dispute.

14. RIGHT OF INSPECTION

The Owner shall upon reasonable notice (without prejudice to the District Council's and the County Council's statutory rights of entry) permit any person duly authorised by the District Council or the County Council to enter that part of the Land that is being or has been developed pursuant to the Planning Application to ascertain whether there is or has been

any breach of the obligations hereunder and any such person authorised by the District Council or the County Council shall observe all reasonable site security access and health and safety arrangements PROVIDED THAT in the event of the District Council or the County Council being concerned with regard to a possible breach it shall use its reasonable endeavours to notify the Owner as soon as reasonably practicable in order that the matter may be discussed with the Owner and any remedial action agreed if appropriate but FURTHER PROVIDED THAT nothing within this clause 14 shall prevent the District Council or the County Council from exercising any statutory right of entry or inspection or from taking legal proceedings to enforce the obligations set out herein.

15. JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England.

IN WITNESS whereof this Agreement has been duly executed as a Deed by the parties the day and year first before written

FIRST SCHEDULE
The Owner's Covenants with the District Council

The Owner covenants with the District Council as follows:

1. Contributions

- 1.1 To pay the SAAM Contribution to the District Council prior to the Commencement of Development.
- 1.2 Not to permit or allow the Commencement of Development unless and until the SAAM Contribution has been paid to the District Council.
- 1.3 To pay the Air Quality Contribution, the Healthcare Contribution and the Outdoor Sports Contribution to the District Council prior to the Occupation of more than 25% of the Market Dwellings.
- 1.4 Not to permit or allow the Occupation of more than 25% of the Market Dwellings unless and until the payments referred to at paragraph 1.3 above have been paid to the District Council.
- 1.5 To pay the Monitoring Fee to the District Council for each Trigger Event that occurs under this Deed upon the date that notification of any Trigger Event is given to the District Council in accordance with clause 5.3.2. PROVIDED THAT if on any Trigger Date more than one payment is payable to the District Council or more than one obligation comes into effect pursuant to this First Schedule, only one Monitoring Fee shall be payable to the District Council in respect of that Trigger Date.

2. Open Space

- 2.1 Prior to Commencement of the Development to submit to the District Council for approval the Open Space Works Specification and the Management Plan.
- 2.2 Prior to Commencement of the Development to submit to the District Council evidence of the formation of a Management Company for the purpose of managing and maintaining the Open Space.
- 2.3 Not to permit or allow the Occupation of more than 75% of the Dwellings until the Open Space has been provided and/or constructed (as appropriate) in complete accordance with the approved Open Space Works Specification.

- 2.4 Upon completion of the laying out of the Open Space in accordance with the approved Open Space Works Specification to notify the District Council of completion and to request that the District Council inspects the Open Space within thirty Working Days of such notification.
- 2.5 If upon inspection of the Open Space the District Council identifies any works which are necessary to bring the Open Space up to the standard required by the approved Open Space Works Specification to complete such works as soon as reasonably practicable.
- 2.6 To maintain the Open Space in accordance with the approved Management Plan until the date upon which the transfer described in paragraph 2.7 below has been completed.
- 2.7 Not to permit the Occupation of more than 95% of the Dwellings that form part of the Development until the Open Space has been transferred to the Management Company in accordance with the details approved by the District Council under the approved Management Plan and on the terms set out in Appendix 2 annexed to this Deed.
- 2.8 To procure that the buyer of each Dwelling comprised in the Development enters into the following covenants direct with the Management Company:
- (i) to pay to the Management Company a fair and reasonable proportion of the costs and expenses incurred by the Management Company in respect of its administration and of insuring and maintaining repairing and as necessary renewing the Open Space in accordance with the approved Management Plan; and
 - (ii) that upon any subsequent sale of such Dwelling they will procure that the incoming buyer shall enter into direct covenants with the Management Company in the form of paragraphs 2.8(i) and 2.8(ii) of the First Schedule.
- 2.9 Not to amend the approved Management Plan without the District Council's written consent.
- 2.10 Not to wind up the Management Company or alter its constitution without the prior written consent of the District Council unless the whole of the Development shall have been demolished or unless the District Council have otherwise first agreed.

3 Provision of Affordable Housing

- 3.1 The Owner shall provide 30% (thirty percent) of the Dwellings as Affordable Housing, 55% (fifty five percent) of which shall be Affordable Rented Housing, 20% (twenty percent) of which shall be Shared Ownership Housing and 25% (twenty five percent) of which shall be First Homes.
- 3.2 The Owner shall submit the Affordable Housing Scheme to the District Council for approval alongside any application for Reserved Matters Approval.

- 3.3 The Owner shall not permit or allow the Commencement of Development until the Affordable Housing Scheme has been submitted to and approved by the District Council.
- 3.4 The Owner shall construct and Practically Complete the Affordable Housing in accordance with the approved Affordable Housing Scheme.
- 3.5 The land on which the Affordable Housing is to be built shall be put into a Serviced Condition in advance of any Disposal to a Registered Provider, a First Homes Owner or the District Council (as applicable).
- 3.6 Unless otherwise agreed with the District Council the Owner shall not Occupy or permit the Occupation of more than 50% (fifty percent) of the Market Housing Units until:
- 3.6.1 50% (fifty percent) of the Affordable Housing Units and First Homes have been Practically Completed and made ready for Occupation as Affordable Housing Units to a Serviced Condition, in accordance with the Planning Permission and the approved Affordable Housing Scheme and the District Council has received written notification of this; and
- 3.6.1.1 the Owner and the Registered Provider have entered into an Affordable Housing Contract in respect of those Affordable Housing Units and the Owner has transferred to the Registered Provider the freehold interest in or a minimum of a 125 year leasehold interest in those Affordable Housing Units on the terms set out in paragraph 3.8 below and the District Council has received evidence of this.
- 3.7 Unless otherwise agreed with the District Council the Owner shall not Occupy or permit the Occupation of more than 80% (eighty percent) of the Market Housing Units until:
- 3.7.1 all of the Affordable Housing Units and First Homes have been Practically Completed and made ready for Occupation as Affordable Housing Units to a Serviced Condition, in accordance with the Planning Permission and the approved Affordable Housing Scheme and the District Council has received written notification of this; and
- 3.7.1.1 the Owner and the Registered Provider have entered into an Affordable Housing Contract in respect of all of the Affordable Housing Units and the Owner has transferred to the Registered Provider the freehold interest in or a minimum of a 125 year leasehold interest in all of the Affordable Housing Units on the terms set out in paragraph 3.8 below and the District Council has received evidence of this.
- 3.8 The Affordable Housing Contract shall (unless otherwise agreed with the District Council) include as a minimum the following terms:
- 3.8.1 the design, construction and completion by the Owner of the Affordable Housing Units to a Serviced Condition, in accordance with the Planning Permission and the approved Affordable Housing Scheme;

- 3.8.2 the sale or grant of a lease or leases to the Registered Provider of not less than 125 years over the Affordable Housing Units together with car parking spaces as applicable or with a right to park;
- 3.8.3 a requirement that not less than 6 months before the Occupation of the Affordable Housing Units, the Registered Provider shall use reasonable endeavours to enter into a Nominations Agreement with the District Council and shall submit to the District Council the Affordable Housing Marketing Plan;
- 3.8.4 the sale or grant of a lease by the Registered Provider to tenants and Occupiers in respect of the Affordable Housing Units in accordance with the Nominations Agreement and the Affordable Housing Marketing Plan;
- 3.8.5 that rent to be charged by the Registered Provider for the Affordable Rented Housing Units when first let shall not exceed 80% of the local market rate (including any service charges) or, in the event that there is a change in national policy affecting the definition of Affordable Rented Housing, such alternative rent levels as may be agreed in writing between the Owner and the District Council having regard to the relevant change in national policy;
- 3.8.6 that the Shared Ownership Housing Units should be sold through the Registered Provider by way of Shared Ownership Lease;
- 3.8.7 that the transfer of the Affordable Housing Units to the Registered Provider shall include a restrictive covenant that the Affordable Housing Units shall not be Occupied other than as Affordable Housing and the restrictions and the obligations in this paragraph 3.8.7 shall not be binding or enforceable against:
 - 3.8.7.1 any Protected Tenant, any mortgagee or chargee of a Protected Tenant or any person deriving title from a Protected Tenant, or any successor in title to a Protected Tenant and their respective mortgagees and charges, or
 - 3.8.7.2 any mortgagee chargee or Receiver of a Registered Provider where paragraph 6.2 of this First Schedule applies, or
 - 3.8.7.3 any purchaser from a mortgagee of an individual Affordable Housing Unit pursuant to any default by the individual mortgagor.

4 Delivery of First Homes

- 4.1 The Owner for and on behalf of itself and its successors in title to the Site with the intention that the following provisions shall bind the Site and every part of it into whosoever's hands it may come covenants with the Council as follows save that:
 - 4.1.1 paragraph 4.2 of the First Schedule shall not apply to a First Homes Owner;

- 4.1.2 paragraphs 4.3, 4.15 and 5 of the First Schedule apply as set out therein but and for the avoidance of doubt where a First Home is owned by a First Homes Owner they shall apply to that First Homes Owner only in respect of the First Home owned by that First Homes Owner.
- 4.2 The mix and distribution of the First Homes provided within the Site shall be in accordance with the approved Affordable Housing Scheme.
- 4.3 Subject to the provisions of paragraph 4.4 below, the First Homes shall be marketed for sale and shall only be sold (whether on a first or any subsequent sale) as First Homes to a person or persons meeting
- (a) the Eligibility Criteria (National); and
 - (b) the Eligibility Criteria (Local) (if any).
- 4.4 If after any First Home has been actively marketed for three months (that period to expire no earlier than three months before Practical Completion) it has not been possible to find a willing purchaser who meets the Eligibility Criteria (Local) (if any), paragraph 4.3 (b) above shall cease to apply to that First Home.
- 4.5 Subject to paragraphs 4.8 to 4.13 below, no First Home shall be Disposed of (whether on the first or any subsequent sale) unless not less than 50% of the purchase price is funded by a first mortgage or other home purchase plan with a Mortgagee.
- 4.6 No First Home shall be Disposed of (whether on a first or subsequent sale) unless and until:
- 4.6.1 the District Council has been provided with evidence that:
 - 4.6.1.1 the intended purchaser meets the Eligibility Criteria (National) and unless paragraph 4.4 above applies the Eligibility Criteria (Local);
 - 4.6.1.2 the dwelling is being Disposed of as a First Home at the Discount Market Price; and
 - 4.6.1.3 the transfer of the First Home includes (i) a definition of "the District Council " as Dover District Council of Council Offices, White Cliffs Business Park, Whitfield, Dover CT16 3PJ, (ii) a definition of "First Homes Provisions" as "the provisions set out in the First Schedule of the section 106 agreement dated [] a copy of which is attached as the Annexure, (iii) a provision that the First Home is sold subject to and with the benefit of the First Homes Provisions and the Transferee acknowledges that it may not Dispose of the property or any part thereof other than in accordance with the First Homes Provisions;
 - 4.6.2 the District Council has issued the Compliance Certificate and the District Council hereby covenants that it shall issue the Compliance Certificate within twenty eight (28) days of being provided with evidence sufficient to satisfy it that the requirements of paragraph 4.5 and 4.6.1 above have been met.

4.7 On the first Disposal of each and every First Home to apply to the Chief Land Registrar pursuant to Rule 91 of Schedule 4 to the Land Registration Rules 2003 for the entry on the register of the title of that First Home of the following restriction:

"no Disposition of the registered estate other than a charge by the proprietor of the registered estate or by the proprietor of any registered charge not being a charge registered before the entry of this restriction is to be registered without a certificate signed by the District Council or their conveyancer that the provisions of clause [NUMBER] (The First Homes Provisions) of the Transfer dated [DATE] referred to in the Charges Register have been complied with or that they do not apply to the disposition."

4.8 The owner of a First Home (which for the purpose of this clause shall include the Owner and any First Homes Owner) may apply to the District Council to Dispose of it other than as a First Homes on the grounds that either:

4.8.1 the Dwelling has been actively marketed as a First Home for six months in accordance with paragraph 4.3 and paragraph 4.4 above (and in the case of a first Disposal, the six months shall be calculated from a date no earlier than six months before Practical Completion) and reasonable endeavours have been made to Dispose of the Dwelling as a First Home but it has not been possible to Dispose of that Dwelling as a First Home in accordance with paragraph 4.5 and paragraph 4.6.1 above; or

4.8.2 requiring the First Homes Owner to undertake active marketing for the period specified in this paragraph 4.8 before being able to Dispose of the Dwelling other than as a First Home will be likely to cause the First Homes Owner undue hardship.

4.9 On receipt of an application served in accordance with paragraph 4.8 above, the District Council has the right (but shall not be required) to direct that the relevant Dwelling is disposed of to it at the Discount Market Price.

4.10 If the District Council is satisfied that either of the grounds in paragraph 4.8 above have been made out, it shall confirm in writing within 28 days of receipt of the written request made in accordance with paragraph 4.8 above that the relevant Dwelling may be Disposed of:

4.10.1 to the District Council at the Discount Market Price; or

4.10.2 (if the District Council confirms that it does not wish to acquire the relevant Dwelling) other than as a First Home.

4.11 On the issue of that written confirmation outlined in paragraph 4.10 above, the obligations in this deed which apply to First Homes shall cease to bind and shall no longer affect any Dwelling apart from paragraph 4.13 below, which shall cease to apply on receipt of payment to the District Council where the relevant Dwelling is Disposed of other than as a First Home.

- 4.12 If the District Council does not wish to acquire the relevant Dwelling itself, and is not satisfied that either of the grounds in paragraph 4.8 above have been made out, then it shall within 28 days of receipt of the written request made in accordance with paragraph 4.8 serve notice on the owner of the First Home setting out the further steps it requires the owner to take to secure the Disposal of a Dwelling as a First Home and the timescale (which shall be no longer than six months). If at the end of that period the owner has been unable to Dispose of the Dwelling as a First Home, they may serve notice on the District Council in accordance with paragraph 4.8 confirming that no such Disposal has taken place and the owner shall then be free to dispose of the relevant Dwelling as a Market Dwelling.
- 4.13 Where a Dwelling is Disposed of other than as a First Home, the owner of the First Home shall pay to the District Council immediately on receipt of the proceeds of sale the Additional First Homes Contribution.
- 4.14 On receipt of the Additional First Homes Contribution, the District Council shall:
- 4.14.1 within 5 Working Days of that receipt, provide a completed application to enable the removal of the restriction on the title set out in paragraph 4.7 above where that restriction has previously been registered against the relevant title; and
- 4.14.2 apply all monies received towards the provision of Affordable Housing.
- 4.15 Any person who purchases a First Home free of the restrictions in the First Schedule of this deed pursuant to the provisions of paragraph 4.12 and paragraph 4.13 above shall not be liable to pay the Additional First Homes Contribution to the District Council .

5 Use of First Homes

- 5.1 Each First Home shall be used only as the main residence of the First Homes Owner and shall not be let, sublet or otherwise Disposed of other than in accordance with the terms of this deed provided that letting or subletting shall be permitted in accordance with paragraph 5.2 and paragraph 5.4 below.
- 5.2 Notwithstanding the provisions of paragraph 5.1 above, a First Homes Owner may let or sublet their First Home for a fixed term of no more than two years provided that the First Homes Owner notifies the District Council in writing before the First Home is Occupied by the prospective tenant or subtenant. A First Homes Owner may let or sublet their First Home pursuant to this paragraph more than once during the First Homes Owner's period of ownership but the aggregate of such lettings or sublettings during the First Homes Owner's period of ownership may not exceed two years.
- 5.3 A First Homes Owner may let or sublet their First Home for any period provided that a First Homes Owner notifies the District Council and the District Council consents in writing to the proposed letting or subletting. The District Council covenants not to unreasonably withhold or delay giving that consent and not to withhold that consent in any of the following circumstances:

- 5.3.1 the First Homes Owner is required to live in accommodation other than their First Home for the duration of the letting or subletting for the purpose of employment;
 - 5.3.2 the First Homes Owner is an active Armed Services Member and is to be deployed elsewhere for the duration of the letting or subletting;
 - 5.3.3 the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or subletting to escape a risk of harm;
 - 5.3.4 the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or subletting as the result of a relationship breakdown;
 - 5.3.5 the First Homes Owner reasonably requires to live elsewhere for the duration or the letting or subletting as a result of a redundancy; or
 - 5.3.6 the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or subletting in to provide care or assistance to any person.
- 5.4 A letting or subletting permitted pursuant to paragraph 5.2 or paragraph 5.3 above must be by way of a written lease or sublease (as the case may be) of the whole of the First Home on terms which expressly prohibit any further subletting.
- 5.5 Nothing in this paragraph 5.1 above prevents the First Homes Owner from renting a room within their First Home or from renting their First Home as temporary sleeping accommodation provided that the First Home remains at all times the First Homes Owner's main residence.

6 Mortgagee Exclusion

- 6.1 In relation to First Homes the obligations of this Schedule shall not apply to any Mortgagee or any receiver (including an administrative receiver appointed by such Mortgagee or any other person appointed under any security documentation to enable such Mortgagee to realise its security or any administrator (howsoever appointed (each a Receiver)) of any individual First Home or any persons or bodies deriving title through such Mortgagee or Receiver PROVIDED THAT:
- 6.1.1 such Mortgagee or Receiver shall first give written notice to the District Council of its intention to Dispose of the relevant First Home; and
 - 6.1.2 once notice of intention to Dispose of the relevant First Home has been given by the Mortgagee or Receiver to the District Council the Mortgagee or Receiver shall be free to sell that First Home at its full Market Value and subject only to paragraph 6.1.3 of this Schedule.
 - 6.1.3 following the Disposal of the relevant First Home the Mortgagee or Receiver shall following the deduction of the amount due and outstanding under the relevant security documentation including all accrued principal monies, interest and reasonable costs and expenses pay to the District Council the Additional First Homes Contribution.

6.1.4 Following receipt of notification of the Disposal of the relevant First Home the District Council shall:

6.1.4.1 forthwith issue a completed application to the purchaser of that Dwelling to enable the removal of the restriction on the title set out in paragraph 4.7 of this Schedule, and

6.1.4.2 apply all such monies received towards the provision of Affordable Housing.

6.2 In relation to the Affordable Housing Units the obligations in this Schedule shall not be binding on a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver)) of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:

6.2.1 such mortgagee or chargee or Receiver shall first give written notice to the District Council of its intention to dispose of the Affordable Housing Units and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Units to another Registered Provider or to the District Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and

6.2.2 if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing Units free from the provisions of this Schedule which provisions shall determine absolutely.

SECOND SCHEDULE
The Owner's Covenants with the County Council

The Owner covenants with the County Council as follows:

1. To pay 50% of the Community Learning Contribution, 50% of the Integrated Children's Service Contribution, 50% of the Library Contribution, 50% of the Secondary Education Contribution, 50% of the Social Care Contribution, and 50% of the Waste Contribution to the County Council prior to the first Occupation of the 1st Dwelling.
2. Not to permit or allow the Occupation of any Dwelling unless and until the payments referred to at paragraph 1. above have been paid to the County Council.
3. To pay 50% of the Community Learning Contribution, 50% of the Integrated Children's Service Contribution, 50% of the Library Contribution, 50% of the Secondary Education Contribution, 50% of the Social Care Contribution, and 50% of the Waste Contribution to the County Council prior to the first Occupation of more than 25% of the Dwellings.
4. Not to permit or allow the Occupation of more than 25% of the Dwellings unless and until the payments referred to at paragraph 3. above have been paid to the County Council.
5. To pay the First Highway Contribution and the Second Highway Contribution to the County Council prior to the first Occupation of more than 50% of the Dwellings.
6. Not to permit or allow the Occupation of more than 50% of the Dwellings unless and until the payments referred to at paragraph 5. above have been paid to the County Council.
7. To pay the County Monitoring Fee for each Trigger Event that occurs under this Deed upon the date that notification of any Trigger Event is given to the County Council in accordance with clause 5.3.2 PROVIDED THAT if on any Trigger Date more than one payment is payable to the County Council or more than one obligation comes into effect pursuant to this Second Schedule, only one Monitoring Fee shall be payable to the County Council in respect of that Trigger Date.
8. IF the County Council forward-funds any Project Facility infrastructure or other expenditure from its own resources and/or enters into a commitment to a third party to repay any similar forward-funding provided by that ~~*~~

THIRD SCHEDULE

The District Council's Covenants with the Owner

The District Council hereby covenants with the Owner:

1. To co-operate insofar as is reasonable with the Owner in the performance of its obligations under this Deed.
2. To use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid.
3. At the payer's request to return any part of the sums paid to the District Council pursuant to this Deed which shall not have been used for the purposes set out in this Deed after a period of 10 years from the date of the payment of the last installment of the relevant contribution together with any interest accrued and calculated from the date of receipt of the relevant sum by the District Council as evidenced by the District Council's official receipt provided that the District Council shall not be obliged to return any part of any contribution which has been spent or contractually committed prior to the date of the request.
4. At the written request of the Owner the District Council shall provide written confirmation of the discharge of the obligations contained in this Deed when the District Council is satisfied that such obligations have been performed.

1* Third party (whether in cash and/or in kind) in anticipation of receipt of any relevant contribution or payment under the provisions of this Deed then on such receipt the County Council may credit such contribution or payment (including any indexation element and/or interest received thereon) to its own resources and/or repay such third party accordingly and in either case the receipt shall be treated as being immediately expended by the County Council for the purpose for which the forward-funding was expended.



FOURTH SCHEDULE

The County Council's Covenants

The County Council hereby covenants with the Owner:

1. To co-operate insofar as is reasonable with the Owner in the performance of its obligations under this Deed.
2. To use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid.
3. At the payee's request to return any part of the sums aforesaid which shall not have been used for the purposes set out in this Deed after a period of 10 years from the date of the payment of the last installment of the relevant contribution provided that the County Council shall not be obliged to return any part of any contribution which has been spent or contractually committed prior to the date of the request.

FIFTH SCHEDULE
Dispute Resolution Procedure

- 1 In the event of any dispute (other than as to the quantum of contributions) or difference arising between the parties to this Deed in respect of any matter contained in this Deed such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.

- 2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to paragraph 1 of this Schedule or as to the appropriateness of the professional body then such question may be referred by either party to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.

- 3 Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight working days after the conclusion of any hearing that takes place or twenty-eight working days after he has received any file or written representation.

- 4 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten working days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten working days.

- 5 The provisions of this clause shall not affect the ability of the District Council or County Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.

APPENDIX 1
Draft Conditions